

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PENNANT MANAGEMENT, INC.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 14 CV 7581
)	
FIRST FARMERS FINANCIAL, LLC,)	Hon. Amy J. St. Eve
NIKESH AJAY PATEL, TIMOTHY GLENN)	United States District Judge
FISHER, TRISHA N. PATEL,)	
ALENA HOSPITALITY, LLC, ALENA)	
LABORATORIES, LLC, ALENA AVIATION,)	
LLC, ABLE CONNECTION, LLC, NPSSS,)	
LLC, KUBER CAPITAL FUNDING, LLC,)	
KUBER CONSULTING, SURI HOSPITALITY,)	
LLC, SURI HOSPITALITY)	
INTERNATIONAL, LLC, TRANSLUCENT)	
ENTERTAINMENT, LLC, ALENA)	
PRODUCTION, LLC, and ASL PICTURES, LLC,)	
)	
Defendants.)	
)	

NOTICE OF FILING

PLEASE TAKE NOTICE that on Wednesday, **December 10, 2014**, the undersigned filed with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, **RECEIVER'S REPORT**, a copy of which is attached here.

Dated: December 10, 2014

Respectfully submitted,

By: /s/ Paul J. Ferak
Paul T. Fox
Paul J. Ferak
Jonathan H. Claydon
Kyle L. Flynn
Greenberg Traurig, LLP
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601

Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PENNANT MANAGEMENT, INC.,

Plaintiff,

vs.

FIRST FARMERS FINANCIAL, LLC,
NIKESH AJAY PATEL, TRISHA N.
PATEL, ALENA HOSPITALITY, LLC,
ALENA LABORATORIES, LLC, ALENA
AVIATION, LLC, ABLE CONNECTION,
LLC, NPSSS, LLC, KUBER CAPITAL
FUNDING, LLC, KUBER CONSULTING,
SURI HOSPITALITY, LLC, and SURI
HOSPITALITY INTERNATIONAL, LLC,

Defendants.

Case No. 14 CV 7581

Hon. Amy J. St. Eve

United States District Judge

RECEIVER' S REPORT

COMES NOW Michael Nanosky, of Janus Hotel Management Services, LLC, ("Receiver") in the above styled matter, and files this Receiver's Report for the Receivership Estate in the above referenced matter, for the period 11/10/14 through and including 11/30/14:

1. The Doubletree by Hilton hotel, located at 12125 High Tech Avenue, Orlando, Florida, the only operating hotel of the five hotels, had Total Revenues in the amount of \$272,700.32. The Total Room Sales were \$227,643.79 and the Food & Beverage Sales were \$44,787.58. There was also various retail sales and other revenue in the amount of \$268.95.

A complete set of financials is attached as **Exhibit A**.

2. A complete inventory for the Doubletree is attached hereto as **Exhibit B**.

3. A complete inventory for the Crowne Plaza, located at 12490 Apopka-Vineyard Road, Orlando, Florida, is attached hereto as **Exhibit C**.

4. A complete inventory for the Crowne Plaza, located at 50 Kenny Place, Saddle Brook, New Jersey, is attached hereto as **Exhibit D**. In addition, the hotel is subject to a 99 year land lease with 50 Kenny Place, LLC at a current monthly rental payment of \$29,799.85.

5. A complete inventory for the Renaissance by Marriott, located at 400 West Livingston Street, Orlando, Florida, is attached hereto as **Exhibit E**. In addition, the hotel is subject to a 20 year parking lot lease with the City of Orlando at a current monthly rental payment of \$2,300.00 plus taxes and other "net lease" charges, equaling \$2,449.50 in total. This amount increases to \$9,166.66 plus taxes and other "net lease" charges, in August of 2015.

6. A complete inventory for the Four Points by Sheraton, located at 500 Hamilton Boulevard, Peoria, Illinois, is attached hereto as **Exhibit F**. The hotel also leases storage space from Hi-Tech Investments, LLC, at \$4,000.00 per month, on a month-to-month basis, where a significant amount of furniture, fixtures and equipment is located. The Receiver has a list of the items in storage and said list is included in **Exhibit F**, however, due to the amount of inventory in storage, an outside vendor has been retained to count all inventory in storage, which will take a couple of weeks to confirm. If there is any variance, a supplemental inventory will be filed. In addition, the hotel is

subject to a parking lot lease with Principal Securities, LLC at a current monthly rental payment of \$2,000.00. This amount was a negotiated reduction during the anticipated renovation period. This amount increases to \$22,812.50 per month in January of 2015. The Receiver has made attempts to get a reduction of the rent without success. This lease, through lessee's ability to extend, can go through October 7, 2068.

7. The real property and improvements, located at 9850 laurel Valley Drive, Windermere, Florida, contains no personal property and the residence is gutted.

8. The property located on Point Cypress Drive in Orlando, Florida, is vacant land.

9. The Receiver took possession and sold, with Plaintiff's consent, a 1983 Mercedes 380 for \$9,000.00. The bill of sale is attached hereto as **Exhibit G**.

10. The Receiver took possession and sold, with Plaintiff's consent, a 2014 Rolls-Royce Wraith for \$290,000.00. The bill of sale is attached hereto as **Exhibit H**.

11. The Receiver took possession and sold, with Plaintiff's consent, a 1988 Mercedes SLK for \$2,500.00. The bill of sale is attached hereto as **Exhibit I**.

12. The Receiver took possession and sold, with Plaintiff's consent, a 2006 Lamborghini Gallardo for \$55,000.00. The car, in its then current state, was disassembled and in four pieces. The bill of sale is attached hereto as **Exhibit J**.

13. The Receiver took possession and sold, with Plaintiff's consent, a 2014 Super Air Nautique G23 sports boat for \$87,500.00.

The bill of sale is attached hereto as **Exhibit K**.

14. The Receiver took possession and sold, with Plaintiff's consent, the following wrist watches: Chanel J12 Auto, Gucci SS Square, Hublot Big Bang Gold 41mm, Hublot Big Bang Gold 44.5mm, Richard Mille Felipe Massa Carbon, Richard Mille RM023, Roger Dubuis EasyDiver Chronoexcel, Louis Vuitton Tambour Regatta Louis Vuitton Cup, Hermes Clipper Auto, Rolex Yacht-Master II, Rolex Datejust 31mm, Rolex Yacht Master, Chopard Happy Sport II, Cartier Calibre de Cartier, Breitling Navitimer for \$135,000.00. The bill of sale is attached hereto as **Exhibit L**.

15. The Receiver took possession and sold, with Plaintiff's consent, the following gold: Ten (10) 1 oz. gold Canadian Maple Leaf Coins, Seven (7) 1 oz. gold South African Krugerrand Coins, Four (4) 1 oz. gold "Pamp" Suisse bars ingots for \$25,069.80, which was "spot" price on the date of sale. The bill of sale is attached hereto as **Exhibit M**.

16. The Receiver also obtained \$2,000.00, in cash, which was located in the same safe deposit box as the gold. Said funds were turned over by Nikesh Patel, one of the Defendants.

17. All proceeds from the sales and funds received from paragraphs 9 - 16 were deposited in a separate Receiver's bank account at Bank of America.

18. The Receiver reviewed the financial condition and lease for the free standing Mingos Restaurant, located at 100 South Eola Drive, Suite 104-105, Orlando, Florida, and determined that there was not any benefit to the Receivership Estate in maintaining said business and elected to shut down operations and terminate the

lease for the space.

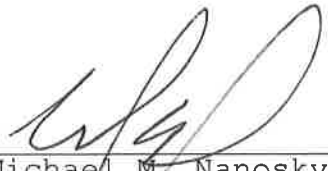
19. Insurance certificates for the five hotel properties, the house located at 9850 Laurel Valley Dr., Windermere, FL and the vacant land located on Point Cypress Dr., Orlando, FL are attached hereto as **Exhibit N**.

20. The Plaintiff requested that the Receiver assume control of the five (5) Defendant bank accounts at BMO Harris as stated in paragraph 4(b) of the Agreed Order Appointing Receiver. The Accounts ending in 6105 and 8325 had zero balances. The account ending in 6113 had a bank balance of \$485,718.79 on November 10, 2014. The Receiver is using this account for its daily expenses and management fee payment along with the expenses of the four (4) closed/vacant hotels. Accounts ending in 6136 and 6091 were for the Mingo's downtown Orlando restaurant, which the Receiver indicated earlier that it closed said operation. After final payroll, the account balance in both accounts total \$41,065.34 as of the November 30, 2014 bank statements, which are attached hereto as **Exhibit O**. The November 30, 2014 bank statement for the account ending in 6113, including the check register for all checks written by the Receiver in November of 2014 is attached hereto as **Exhibit P**.

21. The November 2014 invoice for the Receiver's management fee and fee for the sale of certain receivership estate assets, as approved by the Plaintiff, is attached hereto as **Exhibit Q**.

A TRUE AND CORRECT COPY OF THE FOREGOING has been sent
this 9th day of December, 2014, via email to:

All counsel



Michael M. Nanosky, President
Janus Hotel Management
Services, LLC, Receiver
2300 Corporate Blvd., N.W.
Suite 232
Boca Raton, FL 33431
561-997-2325

CERTIFICATE OF SERVICE

I, Paul J. Ferak, certify that on December 10, 2014, a true and correct copy of the foregoing **RECEIVER'S REPORT** was served electronically through the Northern District of Illinois CM/ECF electronic filing system on all counsel of record.

/s/ Paul J. Ferak

Paul J. Ferak